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Doc#: 0431418066  
Eugene "Gene" Moore Fee: \$34.00  
Cook County Recorder of Deeds  
Date: 11/09/2004 10:44 AM Pg: 1 of 6

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

204-3848

A. NAME & PHONE OF CONTACT AT FILER [optional]  
(800) 624-4138

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

GENEVA LEASING ASSOCIATES, INC.  
1525 KAUTZ ROAD, SUITE 100  
WEST CHICAGO, IL 60185  
ATTN: DENA JEANES

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME  
ESTATES AT BROOKMERE, LLC

OR

1b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

1c. MAILING ADDRESS  
1135 MITCHELL ROAD CITY AURORA STATE IL POSTAL CODE 60504 COUNTRY USA

1d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 1e. TYPE OF ORGANIZATION LTD. LIAB. CO. 1f. JURISDICTION OF ORGANIZATION ILLINOIS 1g. ORGANIZATIONAL ID #, if any

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

2c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

2d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 2e. TYPE OF ORGANIZATION 2f. JURISDICTION OF ORGANIZATION 2g. ORGANIZATIONAL ID #, if any

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME  
GENEVA LEASING ASSOCIATES, INC.

OR

3b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

3c. MAILING ADDRESS CITY WEST CHICAGO STATE IL POSTAL CODE 60185 COUNTRY USA

4. This FINANCING STATEMENT covers the following collateral:

ALL DEBTOR'S ASSETS, INCLUDING COLLATERAL DESCRIBED IN ATTACHED EXHIBIT A.  
SEE ATTACHED LEGAL DESCRIPTION IN EXHIBIT B.

LOAN NO. 10888

5. ALTERNATIVE DESIGNATION (if applicable): LESSEE/LESSOR CONSIGNEE/CONSIGNOR BAILEE/BAILOR SELLER/BUYER AG. LIEN NON-UCC FILING

6. This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable) 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (ADDITIONAL FEE) (optional) All Debtors Debtor 1 Debtor 2

8. OPTIONAL FILER REFERENCE DATA  
COOK COUNTY ILLINOIS

FILING OFFICE COPY — UCC FINANCING STATEMENT (FORM UCC1) (REV. 05/22/02)

Box 64

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## UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

### 9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME ESTATES AT BROOKMERE, LLC		
OR	9b. INDIVIDUAL'S LAST NAME	FIRST NAME MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:

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### 11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME			
OR	11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME SUFFIX
11c. MAILING ADDRESS		CITY	STATE POSTAL CODE COUNTRY
11d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION 11g. ORGANIZATIONAL ID #, if any

12.	ADDITIONAL SECURED PARTY'S	OR	ASSIGNOR S/P'S NAME - insert only <u>one</u> name (12a or 12b)	<input type="checkbox"/> NONE
	12a. ORGANIZATION'S NAME			
OR	12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME SUFFIX	
12c. MAILING ADDRESS		CITY	STATE POSTAL CODE COUNTRY	

13. This FINANCING STATEMENT covers ☐ timber to be cut or ☐ as-extracted collateral, or is filed as a ☒ fixture filing.

14. Description of real estate:

SEE ATTACHED LEGAL DESCRIPTION IN EXHIBIT B.

16. Additional collateral description:

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

17. Check only if applicable and check only one box.

Debtor is a ☐ Trust or ☐ Trustee acting with respect to property held in trust or ☐ Decedent's Estate

18. Check only if applicable and check only one box.

☐ Debtor is a TRANSMITTING UTILITY

☐ Filed in connection with a Manufactured-Home Transaction — effective 30 years

☐ Filed in connection with a Public-Finance Transaction — effective 30 years

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Exhibit A  
to  
Financing Statement  
Between  
Estates at Brookmere, LLC  
("Debtor," sometimes referred to as "Guarantor")  
and  
Geneva Leasing Associates, Inc.  
("Secured Party")

Collateral. To secure the timely payment and performance of the Liabilities, Debtor hereby assigns, transfers and conveys to Secured Party the interest of Debtor in the following property (collectively referred to herein as the "Collateral"):

- (a) **Mortgage.** To secure the prompt performance and repayment of principal and payment of interest on the Note and all other Liabilities including any other indebtedness, obligations and covenants contained in the Mortgage, Debtor hereby mortgages and warrants to Secured Party the tract of land lying in the **County of Cook, State of Illinois**, legally described on Exhibit B hereto (the "Land") (all of the following, together with the Land, referred to herein as the "Mortgaged Premises"):
  - (i) all of the buildings, structures and other improvements now standing or at any time thereafter constructed or placed upon the Land;
  - (ii) all building supplies and materials of any kind now or hereafter located on the Land suitable for incorporation into the improvements located on the Land or intended to be incorporated in such improvements;
  - (iii) all heating, plumbing and lighting apparatus, motors, engines and machinery, electrical equipment, incinerator apparatus, air conditioning equipment, water and gas apparatus, pipes, faucets, and all other fixtures of every description which are now or may hereafter be installed or placed in any building or improvement now or hereafter located on the Land;
  - (iv) all carpeting, draperies, furniture, furnishings, maintenance equipment and all other personal property of any kind whatsoever that may now or hereafter be located in or used in connection with the use, operation, and maintenance of any buildings or improvements now or hereafter located on the Land;
  - (v) all additions, accessions, increases, parts, fittings, accessories, replacements, substitutions, betterments, repairs and proceeds to any and all of the foregoing; and

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## Exhibit A (Cont'd) to Financing Statement

- (vi) all privileges, hereditaments, easements, appurtenances, estates, rents, issues, profits, condemnation awards, insurance proceeds and other rights and interests now or hereafter belonging or in any way pertaining to the Land or to any building or improvement now or hereafter located thereon.

(b) Assignment of Leases and Rents. Debtor hereby sells, assigns, transfers and sets over to Secured Party all leases now or hereafter affecting the Mortgaged Premises and all rents, profits or other income or payments due or to become due (the "Rent Assignment") with respect to the Mortgaged Premises, whether before or after foreclosure or during any redemption period, including the period of deficiency in repayment, during any receivership created hereunder as additional security for the repayment of the Note and all other Liabilities including any other indebtedness and covenants herein contained, and Debtor hereby further agrees that Secured Party shall have the power, pursuant to this Mortgage, irrevocably to manage, control and lease the Mortgaged Premises to the fullest extent permitted by law. Upon the occurrence of an Event of Default, Secured Party shall have the remedies set forth herein. The covenants of this paragraph shall run with the land, and be valid against Debtor or those claiming by, under or through Debtor, from the date of recording the Mortgage.

This Rent Assignment shall continue to be operative during the period of any foreclosure or other action to enforce the Mortgage, during any receivership created hereunder and during the period of redemption including the period of deficiency in the repayment of the amounts secured hereby. Debtor acknowledges that this Rent Assignment is given as collateral security only and shall not be construed as obligating Secured Party to perform any of the covenants or undertakings required to be performed by Debtor that are contained in any such assigned leases. In the event of surrender or taking possession of the Mortgaged Premises by Secured Party upon Debtor's default, Secured Party may collect the rents and income therefrom, rent or lease the Mortgaged Premises or any portion thereof upon such terms and conditions as Secured Party may deem, in its sole discretion, advisable and apply all proceeds derived therefrom to the payment of principal and interest on the Note or to other costs and expenses relating to the Mortgaged Premises including, but not limited to, taxes, insurance premiums, repairs and preservation costs and expenses.

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Exhibit A (Cont'd)  
to  
Financing Statement

(c) Other Property. To secure the prompt performance and repayment of principal and payment of interest on the Note and all other Liabilities including any other indebtedness and the covenants contained in the Mortgage, Debtor hereby pledges, sells, assigns, transfers and grants to Secured Party a first priority security interest in the following items of property:

- (i) all building supplies and materials, equipment, fixtures and furnishings (including, but not limited to, all motors, engines, boilers, elevators, machinery, heating, plumbing, incinerator and lighting apparatus, electrical equipment, heating and air conditioning equipment, water and gas apparatus, pipes, faucets, and all other fixtures of every description, plumbing, communication devices, stoves, refrigerators, carpeting, shades, awnings, screens, storm sashes, blinds and equipment, drapes, furniture, furnishings, maintenance equipment, goods and other personal property) now or hereafter located or intended to be located on the Mortgaged Premises of whatsoever type or nature whether now owned or hereafter acquired by Debtor, including all additions, accessions, increases, parts, fittings, accessories, replacements, repairs, betterments and substitutions thereto and proceeds thereof;
- (ii) all accounts, inventory, contract rights, instruments, documents, general intangibles, chattel paper and products and proceeds (including insurance proceeds) thereof arising from or in any way related to the use, occupation or operation of Debtor's business regarding the Mortgaged Premises or lease of inventory or space contained in the Mortgaged Premises or the conduct of Debtor's business related thereto, in all of Debtor's related books, records (whether in binders, computer disc or tape or otherwise) and general intangibles (including, but not limited to, any license, certificate of occupancy or operation that may be issued to or for the benefit of Debtor, and products or proceeds whether cash or non-cash thereof (including insurance proceeds); and
- (iii) in the case of each of the foregoing, including items whether now owned or hereafter acquired by Debtor including, but not limited to, all additions, accessions, replacements, repairs, and substitutions thereto and proceeds thereof (including insurance and tort claims).

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Exhibit B  
to  
Financing Statement  
Between  
Estates at Brookmere, LLC  
("Debtor," sometimes referred to as "Guarantor")  
and  
Geneva Leasing Associates, Inc  
("Secured Party")

Legal Description

PIN # 31-16-203-005-0000

Lot 1 to 146 in the First Resubdivision of Lot 4 in Brookmere, being a Subdivision of Lot 4 in Brookmere Subdivision in the East Half of Section 16, Township 35 North, Range 13 East of the Third Principal Meridian in the Village of Matteson, as per the Plat recorded August 4, 2004 as Document No. 0421744046 Cook County, Illinois.